מדינת ישראל

משרד ראש הממשלה

גנזך המדינה

מחלקה _____

מיכל מס' _____

תיק מס' _____

מדינת ישראל

גנזך המדינה

שם תיק: State Domain Umm Khalid Tulkarm Sub-District

מזהה פיזי: מ-749/12

מזהה פריט: 000640z

כתובת: 2-112-5-6-3

תאריך הדפסה 14/03/2018

GOVERNMENT OF PALESTINE

Gen. 3

Registry No.

AG/370/24-3

978

Other files dealing with same Subject

SUBJECT.

State Domain Umm Khaled Hanotaih Ltd.

GPP. 815—80,000—23-1-38—2275.

Referred to	Date	Referred to	Date	Referred to	Date

P. A.	Date

749/12

AG/370/

Station .....

Head of Estimates .....

Sub-Head — Transport and Travelling :

GOVERNMENT OF PALESTINE.

F. 6.

Voucher No. .....
(To be inserted by Treasurer)

Transport and Travelling Allowances for the Month of 193

GPP. 734—30,000—16.4.36-106/8.

Office	Name of Claimant or Entertaining Officer	Nos. of Sub-Vouchers	Animal Allowance				Kilometric Allowance				Travelling Allowance				Entertainment Allowance				Total Amount Payable		$\frac{I}{we}$ hereby acknowledge the receipt of the amount(s) opposite) $\frac{my}{our}$ name(s) Where it is desired that the amount be paid to an officer's account, the name and branch of the Bank should be inserted.
			No. of Animals	Rate	Amount		No. of Kilometres	Rate per Kilo	Amount		No. of Nights	Rate per Night	Amount		No. of Nights	Rate per Night	Amount				
					L.P.	Mils			L.P.	Mils			L.P.	Mils			L.P.	Mils	L.P.	Mils	
																				Total	Financial Allocation No.

Date .....

Witness to payment .....

Approved ..... Signature } Head of Department

..... Title

NOTE : — (I) All claims for Travelling and Transport Allowances should be submitted once monthly between the 5th and 15th of the month following that on which they are incurred, **and should be supported by the necessary Sub-Vouchers.**

(II) Claims for hire of transport should be claimed on Voucher [illegible]5 "Other Charges".

Government of Palestine

(21)

Telegraphic Address:
Lascom, Jerusalem
Telephone No. 1022.

In case of reply please quote:
No. D/Tul/106

Office of the
Commissioner for Lands & Surveys
Mamillah Road,
P. O. B. 1184
Jerusalem.

GOVERNMENT OF PALESTINE
ATTORNEY GENERAL
GOVERNMENT OFFICES
4 - JAN. 1937
370
JERUSALEM

4th January, 1937.

Solicitor General.

(20)

Subject:- State Domain - Umm Khalid, Tulkarm Sub-District.

Reference: Your letter No. AG/370/34 dated 30th December, 1936.

Aeh
file

I acknowledge receipt of the following documents:-

a) Original lease, dated 4.7.32;

b) Assignment of lease dated 16.4.34; and

c) original Deed of Surrender dated 12.9.35.

---- 2. I return, however, the correspondence between this office and yours for your retention, as I have no doubt this was forwarded in error.

COMMISSIONER FOR LANDS AND SURVEYS.

B/P

Government of Palestine

(19)

Telegraphic Address:
Lascom, Jerusalem
Telephone No. 1022.

In case of reply please quote:
No. D/Tul/106

Office of the
Commissioner for Lands & Surveys
Mamillah Road,
P. O. B. 1184
Jerusalem.

GOVERNMENT OF PALESTINE
ATTORNEY GENERAL
GOVERNMENT OFFICES
17 DEC 1936
AG/370/34

16th December, 1936.

(13)

Attorney General.

Subject:- State Domain - Umm Khalid,
Tulkarm Sub-District.

Reference: Your letter No. AG/370/34
of 19th November, 1936.

I shall be grateful for your advice in regard to the action to be taken in this case.

COMMISSIONER FOR LANDS
AND SURVEYS.

B/P

AG/370/34

(18)

19th November, 1936.

Commissioner for Lands
and Surveys.

(12)

Subject :- State Domain - Umm Khalid, Tulkarm Sub-District.

Reference:- Your D/Tul/106 of 16.11.36.

The receipt of your above quoted letter, together with its enclosures, viz.

(a) original lease dated 4.7.32;

(b) an assignment of lease dated 16.4.34;

(c) original Deed of Surrender dated 12.9.35

is hereby acknowledged.

As soon as action is taken ~~on them~~ they will be returned to you accordingly.

(Sgd) H. H. TRUSTED

ATTORNEY GENERAL.

Government of Palestine

(17)

Telegraphic Address:
Lascom, Jerusalem
Telephone No. 1022.

In case of reply please quote:
No. D/Tul/106

Office of the
Commissioner for Lands & Surveys
Mamillah Road,
P. O. B. 1184
Jerusalem.

GOVERNMENT OF PALESTINE
ATTORNEY GENERAL
GOVERNMENT OFFICES
17 NOV. 1936
370
JERUSALEM

16th November, 1936.

(16)

Attorney General.

Subject:- State Domain - Umm Khalid, Tulkarm Sub-District.

Reference: Your AG/370/34 of 12.11.36.

I very much regret that owing to carelessness in this office, I now find that the original documents mentioned in para. 1 of my letter dated 9th of October, 1936 were not forwarded to you as stated.

2. I now forward the following documents in original:

(a) original lease dated 4.7.32;

(b) an assignment of lease dated 16.4.34;

(c) original Deed of Surrender dated 12.9.35.

3. I shall be grateful if you will acknowledge the receipt of these documents and return them in due course.

COMMISSIONER FOR LANDS AND SURVEYS.

B/RA

370

(16)

12th November, 1936.

Commissioner for Lands
and Surveys.

(15)

Subject :- State Domain - Umm Khalid
Tulkarm Sub-District.

Reference:- Your D/Tul/106 of 30.10.36.

It is regretted that after a careful search the missing documents, viz., the original Lease and the Assignment could not be traced in this office.

(sgd) H. H. TRUSTED

ATTORNEY GENERAL.

(15)

Government of Palestine

Telegraphic Address:
Lascom, Jerusalem
Telephone No. 1022.

In case of reply please quote:
No. D/Tul/106

Office of the
Commissioner for Lands & Surveys
Mamillah Road,
P. O. B. 1184
Jerusalem.

30th October, 1936.

Attorney General.

Subject:- State Domain - Umm Khalid, Tulkarm Sub-District.

Reference: My D/Tul/106 of 9th Oct. 1936.

Referring to your telephone conversation in regard to the loss of the original lease dated 4th July, 1932, and the assignment, I regret that I can find no trace of these in this office and shall be obliged if you will continue your search for them.

2. In the meantime, xxxx I send you copies of both these documents.

Maurice Bennett

2 COMMISSIONER FOR LANDS AND SURVEYS.

H/P

AN AGREEMENT MADE THIS fourth day of July, One Thousand Nine Hundred and Thirty-two between His Excellency Lieutenant General Sir Arthur Grenfell Wauchope, K.C.B., C.M.G., C.I.E., D.S.O., High Commissioner for Palestine for and on behalf of the Government of Palestine (hereinafter called the "Lessor") of the one part and the Hanotaiah Ltd. a Company duly registered under the Laws of Palestine (hereinafter called the "Lessee") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee agrees to take on lease, for the purpose of afforestation and erection of dwelling houses and/or such other development or use as the Lessor may from time to time approve in writing, all that area of land described in the schedule attached hereto for the term of ninety nine years from the date hereof.

2. (a) The Lessee shall, during the first twenty years of the term hereby created, pay to the Lessor an annual rental of fifty Palestine mils per dunum payable in advance on or before the first day of July in each year, the first of such payments to be made on the execution hereof.

(b) For each subsequent period of twenty years and for the last period of nineteen years of the term hereby created, the annual rent shall be a sum calculated at the rate of five Palestine pounds per centum on the unimproved capital value of the land, at the end of the twentieth, fortieth, sixtieth, and eightieth years respectively of the term hereby created. The said

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value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent ~~of~~ in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall, immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the

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[illegible] determined between the [illegible] in default of agreement by arbitration [illegible] certified copy of such award [illegible] [illegible] the [illegible] of [illegible] [illegible] and that the amount to which the value of the [illegible] tenant may have been increased by improvements made by the lessee, his agents, servants or tenants, or as a result of or in consequence of such arrangements on the said land, shall not be taken into account when [illegible] the rent.

(e) The rent hereby reserved [illegible] in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the government or any authority in connection with or upon the land hereby demised.

3. The lessee shall not, without the consent of in writing of the lessor first obtained, assign, mortgage or otherwise dispose of or encumber his interest in the land hereby demised or any part thereof: provided that such consent shall not be unreasonably withheld; and provided further that the lessee shall be entitled to sublet a whole or part of the said land subject to the following conditions. The lessee shall, in addition to other conditions, submit to the lessor for his approval a sub-lease as shall be prepared by the lessee to his bank, and such sub-lease shall not become operative until 60 days after the date of their receipt by the lessor who shall be entitled to withhold his consent but not unreasonably to any such sub-lease.

4. The lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the lessor with a copy of the plan of such survey showing the number, areas and methods of the boundaries of the

said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time afresaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably necessary for the afforestation of the land and of the arrestation of the sand drift in accordance with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7. (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall

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and land, government boundary water, or in the water on, or adjacent thereto, shall be approved by the Lessor.

5. The Lessee shall obtain the Lessor's written consent from the Chief Forest Officer for the felling of any heavy timber on the Lessee shall notify the approval of or objection to the Lessee within three months after it is submitted to him. The Lessee shall if required, permit an officer of the Lessor acting with one month's notice, to be present at the felling of any such timber.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably necessary for the conservation of the fish and of the preservation of the water in accordance with the rules and directions which may be hereafter set out by the Lessor from time to time for the general regulation of the Lessee. Provided that the Lessee shall not, save in the previous consent in writing of the Lessor, allow any refuse or effluent or any substance which the Lessee knows or ought to know is likely to pollute or alter the flow of water so as to cause harm which have hitherto received such waters.

7. (a) The Lessee agrees that where operations are carried on within do not have the effect of screening such waters, shall take such further measures as in the opinion of the Chief Forest Officer are necessary to prevent such damage provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a schedule of the measures to be taken and provided also that such measures shall

be those commonly employed to arrest Sand drifts.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken or to betaken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the land hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10. (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening,

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improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public work.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties hereto, or in default of agreement, may be determined by arbitration under the provisions hereof.

11. The Lessor or any persons authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery engines pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

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improving or reconstructing any public road or waterway, improving or reconstructing any railway or other public work.

(b) The lessee shall be entitled to such reasonable compensation or payment or abatement of rent in respect of any loss of the use of which he is deprived by reason of the exercise of the powers conferred upon the public bodies, or in certain cases, by arrangement by public bodies or the provisions hereof.

11. The lessee or any person authorised by Ministry at all times after or the time hereby granted to inspect the area without let or hindrance by the lessee.

12. On the expiration or sooner determination of the term hereby granted the lessee shall deliver up the land to the lessor in a good and clean condition fit for occupation by an incoming tenant, together with all buildings, machinery and lines pipes and tressewhich may have been created and left on the land or the premises with the exception of portable buildings, machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a tenantable state of repair and condition.

13. The lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date of the agreement in suit.

15. If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made;

Provided that:-

(a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observante of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of re-entry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relative

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16. If at any time during the currency of the term hereby created the lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of ninety days or if the lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the lessor may re-enter upon the premises and thereafter proceed as hereinafter provided that:-

(a) entry by the lessor shall not effect the liability of the lessee in respect of any cost, claim for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) The lessor shall not re-enter upon the premises for breach of any term or this agreement unless notice of such breach has been served upon the lessee and the lessee shall within a period of three months from the date of notice fail either to comply with the terms hereof, or to submit proposals to substitute under clause 17 hereof. If the lessor is so prepared to substitute for the lessee and the lessee fails to comply with the terms of the notice within three months from the date hereof, the lessor's right of re-entry shall be revived.

18. Upon the exercise of any right of re-entry for the non-payment of any rent reserve, or for failure to perform or fulfil any condition or agreement expressed or implied, no compensation shall be due to the lessee except in respect of any land taken for a public purpose under clause 16 hereof.

19. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relating

thereto such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Law for the time being in force in Palestine.

In witness whereof the said parties have hereunto set their hands the day and the year first above written.

Signed by the High Commissioner for Palestine. Sgd. Arthur Wauchope.
HIGH COMMISSIONER.

In the presence of Sgd. Eastwood.

Signed & sealed by the Directors of Hanotaiah Ltd. Sgd. D. Ben-Ammi,
" N. Machnis.
DIRECTORS.

In the presence of " A.E. Taylor.
DEPARTMENT OF LANDS.

146

I hereby authenticate the signature of the Lessee and the Lessor on the Deed, and certify that the Lessee and Lessor freely and voluntarily executed the Deed and understand its contents.

Sgd. J.N. Stubbs.

DIRECTOR OF LANDS.

Thereto such disputes shall be referred to arbitration in accordance with the provisions of the arbitration law for the time being in force in Ireland.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

Signed by the Right Honourable [illegible] Minister for Ireland.

In the presence of [illegible]

Signed & sealed by the Directors of Tenorlish Ltd. [illegible]

In the presence of [illegible]

Hereby undertake to the signatory of the [illegible] the labour of the head, and certify that the seed was taken freely and voluntarily encoded the seed and understand its contents.

[illegible]

This Deed was registered under Deed No. on the day of in the Land Registry of Town or Village, No. Registration Fees mils paid, vide receipt No.

Registration of this Deed does not guarantee the title to the land therein referred to.

REGISTRAR OF LANDS.

Seal of Registry Office.

Schedule referred to in Section One above.

Parcel.	Area in Standard Duns.	Registration in Land Registry of Tulkarm.
A	225.326	45/27 of 28.2.27.
B	697.491	199/26 of 26.11.26.
C	128.365	79/30 of 28.1.30.

THE WHOLE AREA HAS BEEN DELINEATED ON THE ATTACHED PLAN, MARKED A, B, AND C, AND OUTLINED IN YELLOW.

This deed was registered on the 2nd
No. on the day of in the Land
Registry of Town or Village No. Registration
Fees Land Registrar.

Registration of this deed does not
guarantee the title to the land thereby referred to.

A description of land.

Schedule referred to in section one above.

Number.	Area in Statute Acres.	Description of land.
A	1.0a.0ro	Village of Tuliemore.
B	0a7r.4p1	Lot 26 of Sec. 17.
C	1ro.0ap	Lot 26 of Sec. 17.

THIS DEED MADE BETWEEN [illegible] OF
THE [illegible] OF [illegible] AND [illegible] OF
THE [illegible].

D/Tul/106

C O P Y.

(13)

THIS INDENTURE is made on the 16th day of April, 1934, between Hanotaiah Ltd. (Hereinafter referred to as the Assignor) of the one part, and Pardess Hagdud, Inc., (hereinafter referred to as the Assignee) of the other part;

WHEREAS by an indenture of Lease (hereinafter referred to as the lease) dated the fourth day of July, 1932, and made between His Excellency Sir Arthur G. Wauchope, High Commissioner for and on behalf of the Government of Palestine, of the one part (hereinafter referred to as the Lessors) and the Assignor of the other part, all that area of land comprising 1051.38 Standard Dunums more or less, registered in three separate parcels in the Land Registry of Tulkarm, under Deed numbers 45/27 of 28.2.27, 119/26 of 26.11.26, and 79/30 of 28.1.30, was demised to the Assignor for a period of ninety-nine (99) years, according to the deed of lease a copy of which is attached hereto initialled by the parties, subject to the payment of certain rents, and to the covenants, conditions, and stipulations therein contained and binding on the Assignor, including a stipulation against assignment without the consent in writing of the Lessors.

AND WHEREAS the Assignee is desirous of obtaining an assignment by the Assignor of that part of the said demised premises hereinafter described and the Assignor is prepared to make such assignment subject to the terms and conditions of the said lease and the obligations of the Assignor thereunder.

./.

COPY.

THIS INDENTURE is made on the 10th day of [illegible] 1924, between [illegible] (hereinafter referred to as the "assignor") of the [illegible] Kingdom, Esq., [illegible] (hereinafter referred to as the "assignee") of the other part:

WHEREAS by an indenture of lease (hereinafter referred to as the "lease") dated the [illegible] day of July, 1906, [illegible] for and on behalf of the Government of [illegible] of the one part (hereinafter referred to as the "assignor") and [illegible] of the other part, it was [illegible] that [illegible] of land comprising [illegible] more or less, registered in three [illegible] in the [illegible] of Tukeyem, [illegible] [illegible] [illegible] of [illegible], and [illegible] of [illegible], was demised to the assignor for a period of ninety-nine (99) years, subject to the [illegible] of [illegible] rent of [illegible] to be [illegible] and fulfilled by the lessee, subject to the payment of [illegible] [illegible], and subject to the covenants, conditions, and stipulations therein contained and binding on the assignor, [illegible] [illegible] [illegible] without the consent in writing of the assignee.

AND WHEREAS the assignee is desirous of obtaining an assignment by the assignor of that part of the said demised premises hereinafter described [illegible] the assignor is prepared to make such assignment subject to the terms and conditions of the said lease and the obligations of the assignor thereunder.

NOW THIS INDENTURE WITNESSETH

AS FOLLOWS:-

1. That in consideration of LP.1 (One Palestine Pound) paid by the Assignee to the Assignor (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee, all and singular that portion of the premises comprised in and demised by the said lease which portion consists of an area of approximately 114.084 dunams and which portion is described and the situation thereof fixed on the map attached hereto and marked Section V-1 and initialled by the parties hereto.

TO HOLD the same to the Assisnee for the residue now unexpired of the term of ninety-nine (99) years created by the said lease, subject to the payment of the rents and performance and observance of the Assignor's covenants, conditions and stipulations in the said lease reserved and contained. And the Assignee hereby covenants with the Assignor with the object and intention of affording to the Assignor a full and sufficient indemnity, henceforth during the said term of years to pay the rents reserved by the said indenture of lease in respect of the portion of the demised premises the subject matter of these presents in proportion to the total rent payable, and to observe and perform all the covenants, conditions, and stipulations in the said indenture contained and on the Assignor's part to be observed and performed in respect of the said portion of the demised premises and to keep indemnified the Assignor from and against all actions, proceedings, claims and demands on account of the same, or in any way relating thereto.

./.

NOW THEREFORE, THIS SUB-
-CONTRACT:-

1. THAT in consideration of [illegible]
[illegible] (the "said sum") paid by the said [illegible] to the
said [illegible] (the "said sum") the said [illegible]
hereby acknowledged, the said [illegible] hereby agrees
to the said [illegible], all and singular that portion of
the premises described in the [illegible] to the said
[illegible] upon notice and at the rate of
[illegible] per day, the commencement of [illegible]
be described in the [illegible] hereof [illegible] of
the [illegible] hereto in [illegible] section [illegible]
and initialled by the parties hereto.

2. THAT the said [illegible] to the said [illegible] for
the purchase price mentioned in the said [illegible] of [illegible]
(50%) [illegible] to be paid to the said [illegible] subject to the
approval of the work and performance and observance
of the said [illegible] covenants, conditions and stipu-
lations in the said [illegible] and conditions.

3. THAT the said [illegible] covenants with the said
[illegible] the obligations and stipulations [illegible] the
said [illegible] are sufficient [illegible] hereby.

4. THAT the said [illegible] of [illegible] the said
[illegible] sum of [illegible] to be [illegible]
received by the said [illegible] of [illegible] in respect
of the portion of the demised [illegible] the subject
matter of these presents in proportion to the total
[illegible] price, and to observe and perform all the
covenants, conditions, and stipulations in the said
[illegible] contained on the said [illegible] part to
be observed and performed in respect of the said
portion of the demised premises and to keep indemnified
the said [illegible] from and against all actions, proceedings,
costs, [illegible] demands on account of the same, or in any
manner relating thereto.

2. The Assignee hereby covenants with the Assignor henceforth to pay to the Lessor direct the amount of rent due on that portion of the premises comprised in and demised by the said lease which portion is in these presents described and assigned on the days and in the manner therein provided and to observe all the covenants, conditions, and stipulations therein contained, and on the Assignor's part to be performed and observed.

3. Nothing herein contained shall prejudice or affect the original reservation of RENT, or the binding effect of the several stipulations contained in the said lease or the right of the Lessor to re-enter upon the demised premises, under the power of re-entry reserved to it by the said lease for non-payment of the said rent, or breach, or non-observance of any of the said covenants, conditions or stipulations.

IN WITNESS WHEREOF the parties hereto hereunto set their seals at Tulkarm this 16th day of April, 1934.

Sgd. Hanotaiah Ltd. Sgd. O. Ben-Ammi.

Pardess Hagdud Inc. Sgd.
Sgd. J. Jacobs.
" J.H. (?)

Witness to signatures:

Jacob S. Shapira.
N. Parigel.

I hereby certify that on 16th April 1934 there appeared before me the above named Assignor and Assignee and being identified by Mr. J.S. Shapiro and Mr. N. Parigel acknowledged the seals and signatures on this deed to be theirs and that they freely and voluntarily executed this deed and understand its contents.

Sgd. A. Hissin.
REGISTRAR OF LANDS,
SUB-District of TULKARM.

[illegible]

This deed was registered under Deed No.479 on the 16th day of April 1934, in the Land Registry of Tulkarm and the Register of Umm-Khalid Vol.III, Folio 125. Registration Fees to £P.0.570 mils were paid, vide receipt No.252360 of 16.4.34.

Sgd. A. Hissin.

REGISTRAR OF LANDS.

Seal of: LAND REGISTRY OF TULKARM.

TELEGRAMS: DOUKHAN, REHAVIA, JERUSALEM

TELEPHONE 754

M. DOUKHAN
ADVOCATE

GENERALI BLDG., JAFFA ROAD
JERUSALEM

(12)

18th October, 1936.

Commissioner for Lands and Surveys,
J e r u s a l e m.

Sir,

Subject: HANOTAIAH-File 13/4 and your letter of 4/10/36.

I am instructed by my clients the HANOTAIAH Ltd. - Nathania to protest against the action contemplated by you regarding the collection of rent from the PARDESS HAGDUD.

Their submission is as follows:-

1. Upon the execution and registration of the Lease of the 12th September, 1935, the HANOTAIAH became the registered lessee.

2. The land of 114 dunoms referred to in the Second Schedule to the 1935 Agreement was demised to them in consideration for the surrender of the lease in respect of the land referred to in the First Schedule. Your interference in the matter may deprive them of the consideration and in general is injurious to their interests.

3. The HANOTAIAH has not applied to Government after the registration in their name of the lease of 1935 for permission to sub-lease the land and no consent to such sub-lease having been given by Government, any action taken by you as regards the revival of a cancelled assignment is ultra vires (Para 3 of the Agreement of 1932 and last part of the Agreement of 1935).

4. You had no right to collect rent from the PARDESS HAGDUD at all. Vis-à-vis the Government as Lessor the HANOTAIAH is the Lessee and the rent is to be collected from the HANOTAIAH.

I shall be grateful if you will be so good as to convey this protest to Government for a decision to be given by His Excellency the High Commissioner.

Yours truly,

M Doukhan

M. Doukhan, Advocate,
ATTORNEY OF THE HANOTAIAH LTD.

✓ A copy for the Chief Secretary's file is enclosed.

(11)

Government of Palestine

Telegraphic Address:
Lascom, Jerusalem
Telephone No. 1022.

In case of reply please quote:
No. D/Tul/106

Office of the
Commissioner for Lands & Surveys
Mamillah Road,
P. O. B. 1184
Jerusalem.

18th October, 1936.

Attorney General.

(10)

Subject:- State Domain, Umm Khalid,
Tulkarm Sub-District.

Reference: My D/Tul/106 of 9.10.36.

Further to my letter of even number dated 9th October, 1936, I forward a copy of a letter received from Dr. M. Doukhan on behalf of Messrs. The Hanotaiah Ltd. protesting against the acceptance of the assignment to Messrs. Pardess Hagdud Incorporated as a legal instrument.

Maurice Bennett

COMMISSIONER FOR LANDS
AND SURVEYS.

B/P